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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

I. INTRODUCTION

1. This is an action for damages brought by Plaintiff BRIANA GRAYS for Defendant's violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, *et seq.* (hereinafter "RFDCPA"), the Fair Debt Collection

1 Practices Act, 15 U.S.C. § 1692, *et seq.* (hereinafter “FDCPA”), both of which
 2 prohibit debt collectors from engaging in abusive, deceptive, and unfair practices.
 3 Additionally, Plaintiff brings claims for Defendant’s violations of the Fair Credit
 4 Reporting Act, 15 U.S.C. §1681 (hereinafter “FCRA”) and the California
 5 Consumer Credit Reporting Agencies Act, California Civil Code § 1785.25 (a)
 6 (hereinafter “CCRA”), both of which regulate the collection, dissemination, and
 7 use of consumer information, including consumer credit information. Ancillary to
 8 the claims above, Plaintiff further alleges claims for Defendant’s violations of the
 9 Telephone Consumer Protection Act., 47 U.S.C. §227, *et seq.* (hereinafter
 10 “TCPA”).

II. JURISDICTION AND VENUE

12 4. Jurisdiction is proper under 28 U.S.C. § 1331 because Plaintiff’s claim
 13 arises out of a federal law, in particular the Fair Debt Collection Practices, the Fair
 14 Credit Reporting Act, and the Telephone Consumer Protection Act. The Court
 15 additionally has supplemental jurisdiction over the RFDCPA and CCRA claims
 16 pursuant to 28 U.S.C. § 1367.

17 5. Venue is proper in the United States District Court for the Central
 18 District of California pursuant to 18 U.S.C. 1391(b) and 18 U.S.C. § 1441(a)
 19 because Defendant does business within the State of California and Plaintiff resides
 20 within this District.

III. PARTIES

22 6. Plaintiff, BRIANA GRAYS (“Plaintiff”), is a natural person residing
 23 in LOS ANGELES County in the state of California, a “debtor” as defined by the
 24 RFDCPA, Cal. Civ. Code § 1788.2(h), a “consumer” as defined by the FDCPA, 15
 25 U.S.C. § 1692a(3), and is a “consumer” as defined by 15 U.S.C. §1681a.

27 7. At all times relevant herein, Defendant, NAVIENT SOLUTIONS,
 28 LLC (“Defendant”), was a company engaged, by use of the mails and telephone,
 in the business of collecting a debt from Plaintiff which qualifies as a “consumer

1 debt,” as defined by the RFDCPA, Cal. Civ. Code § 1788.2(f), and as a “debt,” as
 2 defined by the FDCPA, 15 U.S.C. § 1692a(5). Defendant regularly attempts to
 3 collect debts alleged to be due another, and therefore is a “debt collector” as defined
 4 by the RFDCPA, Cal. Civ. Code § 1788.2(c) and the FDCPA, 15 U.S.C. §
 5 1692a(6). Defendant regularly provided information to consumer reporting
 6 agencies and is therefore an “information furnisher” as defined by the FCRA and
 7 CCRA. At all relevant times, DEFENDANT was a “person” as that term is defined
 8 by 15 U.S.C. §1681a(b).

9 8. The above named Defendant, and its subsidiaries and agents, are
 10 collectively referred to as “Defendants.” The true names and capacities of the
 11 Defendants sued herein as DOE DEFENDANTS 1 through 10, inclusive, are
 12 currently unknown to Plaintiff, who therefore sues such Defendants by fictitious
 13 names. Each of the Defendants designated herein as a DOE is legally responsible
 14 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend the
 15 Complaint to reflect the true names and capacities of the DOE Defendants when
 16 such identities become known.

17 9. Plaintiff is informed and believes that at all relevant times, each and
 18 every Defendant was acting as an agent and/or employee of each of the other
 19 Defendants and was acting within the course and scope of said agency and/or
 20 employment with the full knowledge and consent of each of the other Defendants.
 21 Plaintiff is informed and believes that each of the acts and/or omissions complained
 22 of herein was made known to, and ratified by, each of the other Defendants.

23 IV. FACTUAL ALLEGATIONS

24 10. At various and multiple times prior to the filing of the instant
 25 complaint, including within the one year preceding the filing of this complaint,
 26 Defendant contacted Plaintiff regarding an alleged debt.

27 11. Around and before August of 2016, Plaintiff started receiving a
 28 barrage of calls from Defendant. Defendant called Plaintiff’s phone number ending
 in -0796.

1 12. Defendant called Plaintiff's cellular telephone multiple times, and
2 Defendant continued to call even after Plaintiff told Defendant not to.

3 13. Defendant also used an "automatic telephone dialing system," as
4 defined by 47 U.S.C. § 227(a)(1), to place its repeated collection calls to Plaintiffs
5 seeking to collect the debt allegedly owed.

6 14. Defendant's calls constituted calls that were not for emergency
7 purposes as defined by 47 U.S.C. § 227(b)(1)(A).

8 15. Defendant's calls were placed to telephone number assigned to a
9 cellular telephone service for which Plaintiffs incur a charge for incoming calls
10 pursuant to 47 U.S.C. §227(b)(1).

11 16. Defendant's calls and its contents were enough to be considered
12 harassment, and thus caused high levels of stress to Plaintiff.

13 17. As a result of Defendant's actions, Plaintiff retained counsel. A notice
14 of representation was sent to Defendant on September 13, 2016.

15 18. Furthermore, in the letter dated September 13, 2016, Plaintiff revoked
16 any and all consent to be contacted via an "automated telephone dialing system."

17 19. Defendant seeks to collect from a Plaintiff a debt that Plaintiff contests
18 is inaccurate and not owed.

19 20. Defendant's conduct violated the FDCPA and RFDCPA in multiple
20 ways, including but not limited to:

- 21 a) Causing a telephone to ring repeatedly or continuously to annoy
22 Plaintiff (Cal. Civ. Code § 1788.11(d));
- 23 b) Communicating, by telephone or in person, with Plaintiff with such
24 frequency as to be unreasonable and to constitute an harassment to
25 Plaintiff under the circumstances (Cal. Civ. Code § 1788.11(e));
- 26 c) Causing Plaintiffs telephone to ring repeatedly or continuously with
27 intent to harass, annoy or abuse Plaintiff (15 U.S.C. § 1692d(5));
- 28 d) Communicating with Plaintiff at times or places which were known
or should have been known to be inconvenient for Plaintiff (15 U.S.C.
§ 1692c(a)(1));

- 1 e) Engaging in conduct the natural consequence of which is to harass,
2 oppress, or abuse Plaintiff (15 U.S.C. § 1692d));
3 f) Using unfair or unconscionable means in an attempt to collect a debt
4 (15 U.S.C. § 1692(f));
5 g) Attempting to collect on a debt in an amount that is not authorized or
6 permitted by law (15 U.S.C. § 1692(f)); and
7 h) Using misleading and deceptive practices in an attempt to collect a
8 debt (15 U.S.C. § 1692(e)).

9 15. Defendant's conduct violated the TCPA by:

- 10 a) using any automatic telephone dialing system or an
11 artificial or pre-recorded voice to any telephone number
12 assigned to a paging service, cellular telephone service,
13 specialized mobile radio service, or other radio common
carrier service, or any service for which the called party
is charged for the call (47 USC §227(b)(A)(iii)).

14 16. Additionally, Defendant furnished inaccurate and false information
15 on Plaintiff's credit report relating to the amount and status of the alleged debt.
16 This has resulted in a negative effect on Plaintiff's credit score.

17 17. On or about August 2016, Plaintiff submitted a written dispute to the
18 Credit Reporting Agencies disputing the validity of the reporting furnished by
19 Defendant. Defendant has not corrected the wrong reporting on her Account at
20 this time.

21 18. Defendant is aware that the credit reporting agencies to which they
22 are providing this information are going to disseminate this information to various
23 other persons or parties who will be reviewing this information for the purpose of
24 extending credit, insurance or employment and that they have already done so.

25 19. As a result of Defendant's inaccurate reporting of Plaintiff's
26 accounts, Plaintiff's credit score decreased. Plaintiff was and/or will be denied
27 future loans due to the derogatory items placed by Defendant on Plaintiff's credit
28 report.

1 20. The inaccurate information negatively reflects upon the Plaintiff,
2 Plaintiff's credit repayment history, Plaintiff's financial responsibility as a debtor
3 and Plaintiff's credit worthiness.

4 21. The credit reports have been and continue to be disseminated to
5 various persons and credit grantors, both known and unknown.

6 22. Plaintiff has been damaged, and continues to be damaged, in the
7 following ways:

- 8 a. Emotional distress and mental anguish associated with having
9 incorrect derogatory personal information transmitted about Plaintiff
10 to other people both known and unknown; and
- 11 b. Decreased credit score which may result in inability to obtain credit
12 on future attempts.
- 13 c. Out of pocket expenses associated with disputing the information
14 only to find the information to remain on the credit report;

15 23. At all times pertinent hereto, Defendant was acting by and through
16 its agents, servants and/or employees who were acting within the course and
17 scope of their agency or employment, and under the direct supervision and
18 control of Defendant herein.

19 24. At all times pertinent hereto, the conduct of Defendant, as well as
20 that of its agents, servants and/or employees, was malicious, intentional, willful,
21 reckless, and in grossly negligent disregard for federal and state laws and the
22 rights of Plaintiff herein.

23 25. Defendant violated sections 1681n and 1681o of the FCRA by
24 engaging in the following conduct that violates 15 U.S.C. §1681s-2(b):

- 25 a. Willfully and negligently continuing to furnish and disseminate
26 inaccurate and derogatory credit, account and other information
27 concerning the Plaintiff to credit reporting agencies and other entities
28 despite knowing that said information was inaccurate; and,

b. Willfully and negligently failing to comply with the requirements imposed on furnishers of information pursuant to 15 U.S.C. §1681s-2.

26. Defendant's conduct was a direct and proximate cause, as well as a substantial factor, in causing the injuries, damages and harm to Plaintiff that are outlined more fully above, and as a result, Defendant is liable to compensate Plaintiff for the full amount of statutory, actual and punitive damages, along with attorneys' fees and costs, as well as such other relief permitted by law.

27. Further, Defendant failed to notify Plaintiff of their intention to report negative information on his credit reports. Defendant then failed to correct the disputed information within thirty days of Plaintiff's dispute of that information.

28. As a result of the above violations of the RFDCPA, FDCPA, CCRA, FCRA, and TCPA, Plaintiff suffered and continues to suffer injury to Plaintiff's feelings, personal humiliation, embarrassment, mental anguish and emotional distress, and Defendant is liable to Plaintiff for Plaintiff's actual damages, statutory damages, and costs and attorney's fees.

**COUNT I: VIOLATION OF ROSENTHAL
FAIR DEBT COLLECTION PRACTICES ACT**

29. Plaintiff reincorporates by reference all of the preceding paragraphs.

30. To the extent that Defendant's actions, counted above, violated the RFDCPA, those actions were done knowingly and willfully.

COUNT II: VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT

31. Plaintiff reincorporates by reference all of the preceding paragraphs.

32. To the extent that Defendant's actions, counted above, violated the FDCPA, those actions were done knowingly and willfully.

PRAYER FOR RELIEF

1 **COUNT III: VIOLATION OF TELEPHONE**
2 **CONSUMER PROTECTION ACT**

3 33. Plaintiff reincorporates by reference all of the preceding paragraphs.

4 34. The foregoing acts and omissions of Defendant constitute numerous
5 and multiple negligent violations of the TCPA, including but not limited to each
6 and every one of the above cited provisions of *47 U.S.C. § 227 et seq.*

7 35. As a result of Defendant's negligent violations of *47 U.S.C. §227 et*
8 *seq.*, Plaintiff is entitled an award of \$500.00 in statutory damages, for each and
9 every violation, pursuant to *47 U.S.C. § 227(b)(3)(B)*.

10 36. The foregoing acts and omissions of Defendant constitute numerous
11 and multiple knowing and/or willful violations of the TCPA, including but not
12 limited to each and every one of the above cited provisions of *47 U.S.C. § 227 et*
13 *seq.*

14 37. As a result of Defendant's knowing and/or willful violations of *47*
15 *U.S.C. § 227 et seq.*, Plaintiff is entitled an award of \$1,500.00 in statutory
16 damages, for each and every violation, pursuant to *47 U.S.C. § 227(b)(3)(B)* and
17 *47 U.S.C. § 227(b)(3)(C)*.

18 38. Plaintiff is entitled to and seeks injunctive relief prohibiting such
19 conduct in the future.

20 **COUNT IV: VIOLATION OF THE FAIR CREDIT REPORTING ACT**

21 39. Plaintiff reincorporates by reference all of the preceding paragraphs.

22 40. To the extent that Defendant's actions, counted above, violated the
23 FCRA, those actions were done knowingly and willfully.

24 **COUNT V: VIOLATION OF THE CALIFORNIA CONSUMER**
25 **CREDIT REPORTING AGENCIES ACT**

26 41. Plaintiff incorporates by reference all of the proceeding paragraphs.

27 42. California Civil Code § 1785.25 (a) states that a "person shall not
28 furnish information on a specific transaction or experience to any consumer

credit reporting agency if the person knows or should know the information is incomplete or inaccurate."

43. Defendant negligently and willfully furnished information to the credit reporting agencies it knew or should have known was inaccurate, namely that amount and status of Plaintiff's alleged debt.

44. Based on these violations of Civil Code § 1785.25 (a), Plaintiff is entitled to the remedies afforded by California Civil Code § 1785.31, including actual damages, attorney's fees, pain and suffering, injunctive relief, and punitive damages in an amount not less than \$100 nor more than \$5,000, for each violation as the Court deems proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant for the following:

- A. Actual damages;
 - B. Statutory damages for willful and negligent violations;
 - C. Costs and reasonable attorney's fees; and,
 - D. For such other and further relief as may be just and proper.

PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY

45. Plaintiff, pursuant to her rights under Article 1, Section 16 of the Constitution of the State of California, reserves her right to and hereby demands a trial by jury on all issues so triable.

Respectfully submitted this 16th day of June, 2017.

By: /s/ Todd M. Friedman, Esq.

Todd M. Friedman, Esq.

Law Offices of Todd M. Friedman, P.C.

Attorney for Plaintiff

1 Filed electronically on this 16th Day of June, 2017, with:

2 United States District Court CM/ECF system.

3 Notification sent electronically on this 16th Day of June, 2017, to:

5 Honorable Michael W. Fitzgerald

6 United States District Court

7 Central District of California

8 And All Counsel of Record as Recorded On The Electronic Service List

10 /s/ Todd M. Friedman, Esq.

11 TODD M. FRIEDMAN